

is, that if a plaintiff chooses to read a passage from the defendant's answer, he must read all the circumstances stated in the passage, and if the passage so read, contains a reference to any other passage, that must be read also. It appears to me, therefore, that the defendants have a right to rely upon their answer to show how and when the money was paid, not only because they are interrogated by the bill upon those subjects, but because the plaintiff had read, and was in truth compelled to read, the answer for the purpose of repelling the *prima facie* evidence of payment contained in the deeds themselves. For if the answers and the evidence, to which the plaintiff has excepted, are discarded, there is nothing in the record to show that the money was not paid, as expressed upon the face of the deeds, and the acknowledgment of its receipt in them, is certainly *prima facie* evidence, though only *prima facie* as now conclusively settled in this state. *Wolfe vs. Hauver*, 1 *Gill*, 85. Assuming that the answers are evidence of the payment of the money, in manner and form as stated in them, and I think they are, the evidence of payment to which the plaintiff has excepted, is not very material; there can, however, be no doubt that the defendants have in the cause evidence free from exception, which does, to some extent at least, corroborate the answers. But it is said, that as these deeds are impeached for fraud, and it is shown by the admissions of the answers, that the considerations upon which they profess to have been executed, were not paid in manner and form as declared upon their face, that the party claiming under them, will not be permitted to prove any other consideration in their support, and for this, the cases of the *Union Bank vs. Betts*, 1 *Har. & Gill*, 175, and *Cole vs. Albers*, 1 *Gill*, 412, are relied upon. It seems to me, however, that this case does not at all come within the principle settled by the Court of Appeals, in those referred to. The object here is, not to set up any other additional consideration to the one mentioned in the deed, but to prove that *that* very consideration was paid, not, to be sure, to the grantor himself, but to his creditors, with his knowledge and at his request. It is not only a consideration, therefore, *ejusdem generis*, but